

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
OneSource Energy, LLC for Authority)	Case No. 16-1181-GA-ACE
to Operate as an Ohio Natural Gas)	
Company.)	

**VERIFIED JOINT APPLICATION OF NORTHEAST OHIO NATURAL GAS CORP.
AND ONESOURCE ENERGY, LLC FOR APPROVAL OF ASSET TRANSFER AND
REQUEST FOR EXPEDITED APPROVAL**

I. INTRODUCTION

Northeast Ohio Natural Gas Corp. (“NEO”) and OneSource Energy, LLC (“OneSource”) (collectively, “Joint Applicants”) respectfully request expedited approval by the Public Utilities Commission of Ohio (“PUCO” or “Commission”) of the proposed transfer of certain pipeline assets of OneSource to NEO pursuant to the Asset Purchase Agreement dated October 14, 2019, a copy of which is attached as Exhibit 1 (“Agreement”). The Joint Applicants respectfully state the following:

II. BACKGROUND

1. NEO is a public utility, a natural gas company, and a pipeline company as defined in R.C. 4905.02, R.C. 4905.03(E), and R.C. 4905.03(F), respectively, and is subject to the Commission’s jurisdiction.

2. OneSource is engaged in the business of supplying natural gas for lighting, power or heating purposes to consumers located in and around Southington Township, Ohio.

3. On April 11, 2018, the Commission issued a Finding and Order in this matter, finding that OneSource had failed to file the requisite financial information requested by Staff to complete review of OneSource’s application for authority to operate as an intrastate natural gas

distribution company in the state of Ohio. The Commission ordered OneSource to file the requested information within 30 days of the Order, and to cease solicitation or enrollment of any new customers until OneSource received authority from the Commission to operate as a natural gas company in the state.

4. On July 31, 2019, the Commission issued a Second Finding and Order in this matter, finding that OneSource was in violation of R.C. 4905.30 and R.C. 4905.93 and had failed to comply with the April 11, 2018 Finding and Order by not providing information necessary for Staff to determine whether OneSource had the managerial, technical, and financial capability to provide natural gas service to customers and continuing to solicit new customers despite the Commission's directive otherwise. The Commission directed OneSource to demonstrate, by August 9, 2019, that it had adequate managerial, technical, and financial capability to provide natural gas service and that it had reasonable financial assurances sufficient to protect customers. The Commission also ordered transportation service to OneSource to cease on September 6, 2019, unless otherwise ordered.

5. On August 22, 2019, the Commission issued its Third Finding and Order, noting that OneSource continued to solicit customers despite directives from the Commission to abstain from doing so in its April 11, 2018 Finding and Order and July 31, 2019 Second Finding and Order. Based on OneSource's continued noncompliance, the Commission adhered to the course of action outlined in its Second Finding and Order, and reiterated that transportation service to OneSource was to cease on September 6, 2019.

6. On August 23, 2019, OneSource filed notice that it intended to secure a sale of its system as soon as possible and that it was in the process of meeting with potential buyers that are regulated by the Commission, and provided its proposed steps and timeline to abandon the system,

in the event that OneSource was unable to effectuate a sale in time to avoid an interruption in service.

7. On August 30, 2019, NEO submitted an offer letter to purchase certain pipeline assets of OneSource (hereinafter, the “Purchased Assets”) that are more fully identified below and in Paragraph 1 of the Agreement.

8. On September 4, 2019, OneSource notified NEO that its offer was accepted, and the Joint Applicants worked together to conclude and memorialize the terms of the sale of the Purchased Assets.

9. On October 14, 2019, NEO and OneSource executed the Agreement.

10. Joint Applicants will not proceed with the sale of the Purchased Assets pursuant to the Agreement until all necessary regulatory approvals are obtained.

11. The Commission maintains the statutory authority pursuant to R.C. 4905.48 to review and approve the purchase and/or sale of the Purchased Assets. Accordingly, the Joint Applicants submit this Verified Joint Application (“Application”) requesting Commission approval of the Agreement.

III. ASSET PURCHASE AGREEMENT

12. Under the terms of the Agreement, OneSource is selling to NEO, free and clear of all Liens (as defined in the Agreement), OneSource’s rights, title, and interest in and to the Purchased Assets.

13. Specifically, NEO is acquiring the Purchased Assets from OneSource, which include, among other things: the mains and services, records, customer data, construction maps, billing records, and private real estate easements. *See Exhibit 1, ¶ 1.*

14. In exchange for the sale of the Purchased Assets to NEO, OneSource will receive \$150,000.00. *See* Exhibit 1, ¶ 4.

15. In addition, the Agreement provides that NEO is not assuming any liability or obligation of the Retained Liabilities (as defined in the Agreement). *See* Exhibit 1, ¶ 3.

IV. IMPACT OF THE PROPOSED TRANSACTION ON OHIO CUSTOMERS

16. The Agreement is in the public interest and will not adversely affect the customers of OneSource or NEO. There will be no interruption of service to customers, and NEO will continue to provide safe and reliable service to its customers, including to OneSource's customers. To the extent there are any impacts from the Agreement, the potential impacts will be long-term and beneficial to customers.

17. The Agreement will provide benefits to customers through the efficiencies and economies that can be achieved through the consolidation of separate systems into one system owned/operated by NEO, and through the availability of NEO's collective gas supply management, delivery, and transportation experience and expertise.

18. NEO possesses the requisite financial, managerial, and technical abilities and experience to manage and operate the Purchased Assets as a regulated public utility in Ohio.

19. Moreover, permitting the sale of the Purchased Assets to an established, financially responsible utility like NEO that has successfully operated and reliably served customers in Ohio will ensure that OneSource's current customers continue to receive uninterrupted, reliable service.

20. OneSource customers will receive service under NEO's approved tariffs.

21. The Commission's jurisdiction and authority over rates, services, and operations of the owner of the Purchased Assets will not change due to the proposed transaction. Neither will the proposed transaction impair the Commission's ability to protect ratepayers.

22. If this Application is approved, NEO further expects continued compliance with all rules, regulations, and applicable Commission orders.

V. REQUEST FOR ACCOUNTING AUTHORITY

23. As discussed in detail above, NEO is purchasing the assets of OneSource via Commission-ordered sale. OneSource has limited access to historic books and records establishing the original installed cost of the Purchased Assets.

24. In light of the lack of supporting historical data, NEO would be unable to satisfy Staff audit requests for contemporaneous data showing the original installed cost for the Purchased Assets as anticipated in R.C. 4909.05(C)(3).¹ As a result, NEO is unable to proceed with this transaction without direction from the Commission as to the starting original cost rate base balance that should be utilized for the Purchased Assets. Without such Commission direction, NEO would be unable to have a reasonable opportunity to and may never be able to recover this investment.

25. NEO has evaluated the Purchased Assets and believes that the installed cost of the assets being purchased would be approximately \$1,180,140.00² if these same assets were installed at current market rates. However, in light of the relatively small number of customers at issue and the economic feasibility of making an investment of that size to serve that limited number of customers, NEO is requesting accounting authority to include these assets with a non-

¹ R.C. 4909.05(C)(3) (“The original cost of all other kinds and classes of property used and useful, or, with respect to a natural gas, water-works, or sewage disposal system company, projected to be used and useful as of the date certain, in the rendition of service to the public. Subject to section 4909.052 of the Revised Code, such original costs of property, other than land owned in fee, **shall be the cost, as determined to be reasonable by the commission, to the person that first dedicated or dedicates the property to the public use and shall be set forth in property accounts and subaccounts as prescribed by the commission**...””) (emphasis added)

² Calculated as \$242,640 in materials (\$202,890 for mains and \$39,750 for services) plus \$937,500 in labor (calculated as main at \$15/foot and services at \$10/foot).

depreciated installed cost of \$504,001.³ NEO would begin depreciating the assets as of the date the transaction closes.

26. NEO does not currently request the authority to recover this incremental rate base from all NEO customers. Any recovery on and of the Purchased Assets, including determinations as to whether such assets are currently used and useful, will be addressed in a subsequent proceeding.

V. REQUEST FOR EXPEDITED APPROVAL

27. In order to provide for an orderly transition of the operation of the Purchased Assets from OneSource to NEO, to satisfy the sensitive timing requirements of the Agreement, and to adhere to the Commission's Order that the transfer of OneSource's assets and natural gas system to NEO be completed as quickly as possible, Joint Applicants respectfully request expedited processing of this Application.

28. Specifically, Joint Applicants request that the Commission approve the Agreement without a hearing. Nothing in Title 49 requires the Commission to conduct a hearing in this circumstance, and there is no reason for a hearing in this case. The Agreement will not result in any material changes to the services provided to customers. Accordingly, there is no reason to delay the approval of the Agreement with an unnecessary hearing. In fact, the Commission has previously determined that hearings are unnecessary when such transactions will not affect customers' service rates and will not adversely affect the utilities' service or reliability for customers.⁴

³ \$242,640 (materials) plus \$375,000 (40% of estimated labor expense) less \$113,639 in customer contributions in aid of construction.

⁴ See, e.g., *In the Matter of the Joint Petition of Vectren Energy of Ohio, Inc. Indiana Gas Company, Inc. and The Dayton Power & Light Company, to Transfer the Natural Gas Assets of the Dayton Power & Light Company to Vectren Energy of Ohio, Inc. and/or Indiana Gas Company, Inc. Pursuant to Section 4905.48(B) and (C), Revised Code et al.*, Case No. 00-524-GA-ATR *et al.*, 2000 Ohio PUC LEXIS 657, Finding and Order (July 11, 2000), ¶ 7; *In the Matter of the Joint Petition of Ohio-American Water Company and Citizens Utilities Company of Ohio to Transfer*

29. Approval of the Agreement on an expedited basis is in the public interest, as it will provide NEO with more efficient use of existing financial resources, improve existing services to the benefit of customers, facilitate additional management focus on operational improvements and customer service, and maintain competitive and affordable gas rates for Ohio customers.

VI. CONCLUSION

30. Joint Applications respectfully request the Commission to:

- (1) Determine that no hearing on this Application is warranted or required;
- (2) Approve the purchase and sale of the Purchased Assets from OneSource to NEO, pursuant to R.C. 4905.48(B) and (C);
- (3) Grant accounting authority to include the Purchased Assets with a NEO non-depreciated installed cost of \$485,280.00. NEO would begin depreciating the assets as of the date the transaction closes; and
- (4) Grant any and all authority the Commission deems necessary to consummate and fully implement the Agreement as set forth in this Application.

the Assets of Citizens Utilities Company of Ohio to Ohio-American Water Company Pursuant to Section 4905.48, Revised Code, Case No. 00-938-WS-ATR, 2000 Ohio PUC LEXIS 838, Finding and Order (Sept. 7, 2000), ¶ 5; In the Matter of the Joint Petition of Constitution Gas Transport Company, LLC and Constitution Gas Transport Company, Inc. for Authority to Transfer Assets, Case No. 04-1063-GA-ATR, 2004 Ohio PUC LEXIS 277, Finding and Order (July 28, 2004), ¶¶ 9-10.

Respectfully submitted,

/s/ N. Trevor Alexander

N. Trevor Alexander (0080713)
Steven D. Lesser (0020242)
CALFEE, HALTER & GRISWOLD LLP
1200 Huntington Center
41 South High Street
Columbus, Ohio 43215
Tel: (614) 621-1500
Fax: (614) 621-0010
talexander@calfee.com
slesser@calfee.com

Attorneys for Northeast Ohio Natural Gas Corp.

/s/ Michael D. Rossi

Michael D. Rossi (0005591)
GUARNIERI & SECREST PLL
151 East Market Street
P.O. Box 4270
Warren, Ohio 44482
Tel: (330) 393-1584
Fax: (330) 395-3831
mrossi@gsfirm.com

Attorney for OneSource Energy, LLC

STATE OF OHIO)
)
COUNTY OF FAIRFIELD)


VERIFICATION

I, Ken Oostman, declare:

I am the President of Northeast Ohio Natural Gas Corp. ("NEO"), and I have been authorized to make this verification on behalf of NEO.

I have read the foregoing Verified Joint Application ("Application") and have personal knowledge of the contents thereof. The facts stated in the Application are true, to the best of my knowledge and information and belief.

I declare under the penalty of perjury under the laws of the State of Ohio that the factual allegations in the Application are true and correct.



Ken Oostman

STATE OF OHIO
COUNTY OF FAIRFIELD

I, Jennifer Kronenbitter, a Notary Public of Fairfield County in the State of Ohio, do hereby certify that Ken Oostman appeared before me this day and acknowledged that he is the President of Northeast Ohio Natural Gas Corp. and has sworn to and subscribed in my presence the foregoing.

WITNESS my hand and official seal or stamp, this 22nd day of October, 2019.



Jennifer Kronenbitter
Notary Public
In and for the State of Ohio
My Commission Expires
Feb 09, 2022



NOTARY PUBLIC

STATE OF OHIO)
)
COUNTY OF TRUMBULL)


VERIFICATION

I, David McElrath, declare:

I am the 100% Equityholder of OneSource Energy, LLC ("OneSource"), and I have been authorized to make this verification on behalf of OneSource.

I have read the foregoing Verified Joint Application ("Application") and have personal knowledge of the contents thereof. The facts stated in the Application are true, to the best of my knowledge and information and belief.

I declare under the penalty of perjury under the laws of the State of Ohio that the factual allegations in the Application are true and correct.

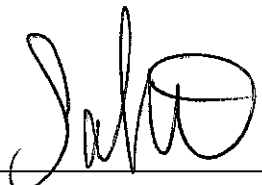


David McElrath

STATE OF OHIO
COUNTY OF TRUMBULL

I, Sabrina Urick, a Notary Public of Trumbull County in the State of Ohio, do hereby certify that David McElrath appeared before me this day and acknowledged that he is the 100% Equityholder of OneSource Energy, LLC and has sworn to and subscribed in my presence the foregoing.

WITNESS my hand and official seal or stamp, this 29th day of October 2019, 2019.



NOTARY PUBLIC

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is entered into as of October 14, 2019 (the “Closing Date”), by and among (i) Northeast Ohio Natural Gas Corp., an Ohio corporation (together with its successors and assigns, “Purchaser”), (ii) One Source Energy, LLC dba One Source Gas Company, an Ohio limited liability company (“Seller”), DM Excavating LLC, an Ohio limited liability company (“DM”), and (iv) David McElrath, the owner of 100% of Seller’s outstanding capital stock and DM’s outstanding membership interests (“Equityholder” and with Seller, the “Seller Parties” and each a “Seller Party”).

WHEREAS, Seller is engaged in business of supplying natural gas for lighting, power or heating purposes to consumers located in and around Southington Township, Ohio (the “Business”); and

WHEREAS, Purchaser desires to purchase, and Seller desires to sell, on the terms and conditions contained herein, certain assets used in the Business.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties hereby agree as follows.

1. **Purchased Assets**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns, transfers and delivers to Purchaser, and Purchaser hereby purchases from Seller, free and clear of all liens, pledges or encumbrances of any kind (collectively, “Liens”), all of Seller’s right, title and interest in and to following:
 - (a) All of Seller’s assets that are in service to serve the Business customers, including, without limitation, the mains and services, meter set assemblies, valves, markers and other appurtenance of the system used by Seller in the Business and listed on Exhibit A hereto;
 - (b) All accounting and other records, customer data, construction maps, billing records, and other maps that are used in or useful to the Business, including without limitation, the items listed on Exhibit B hereto (collectively, the “Records”); and
 - (c) The private real estate easements listed on Exhibit C hereto and all other easements and rights of record related to the assets listed in clause (a) (collectively, the “Easements” and collectively with the items described in clauses (a) and (b), the “Purchased Assets”).

Contemporaneously with the execution and delivery of this Agreement, Seller shall execute and deliver to Purchaser assignment documents in recordable form evidencing the transfer and assignment of the Easements to Purchaser.

2. **Excluded Assets**. All other assets of Seller not described or listed in Section 1, including Seller’s trade accounts receivable, cash and bank accounts, are excluded from the Purchased Assets and shall remain Seller’s property (collectively, the “Excluded Assets”).

3. **Retained Liabilities**. Purchaser is not assuming any liability or obligation of Seller of any type (whether asserted or unasserted, express or implied, absolute or contingent, liquidated or unliquidated, accrued or unaccrued, and whether incurred prior to, on or after the Closing Date), and Seller will remain liable for, and will pay, discharge and perform in a timely manner,

all of its liabilities and obligations arising as a result of or relating to its operations, including, without limitation, liabilities and obligations relating to any: (i) contractual obligations, (ii) violation of any law, rule or regulation, (iii) controversies or claims of Seller's current or former employees or independent contractors (or their respective beneficiaries); and (iv) taxes arising as a result of its operation or as a result of this Agreement (collectively, the "Retained Liabilities").

4. **Purchase Price.** The purchase price (the "Purchase Price") for the Purchased Assets is \$150,000, and is being paid by wire transfer of immediately available funds to an account designated in writing by Seller together with the execution and delivery of this Agreement.

5. **Representations and Warranties of Purchaser.** Purchaser represents and warrants to Seller Parties that: (a) it has the full power and authority to execute, deliver and perform its obligations under this Agreement, and such execution, delivery and performance by Purchaser has been approved by all necessary organizational action; and (b) Purchaser has duly executed and delivered this Agreement, and it constitutes Purchaser's legal, valid and binding obligation enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by bankruptcy, similar laws relating to debtor relief and general principles of equity.

6. **Representations and Warranties of the Seller Parties.** The Seller Parties and DM, jointly and severally, represent and warrant to Purchaser as follows:

(a) **Authority; Capitalization.** Each Seller Party and DM has the full power and authority (and, in regard to Equityholder, capacity) to execute, deliver and perform its respective obligations under this Agreement and each of the documents to be executed and delivered respectively by each in connection herewith, and such execution, delivery and performance by Seller has been approved by all necessary organizational action. Each Seller Party and DM has duly executed and delivered this Agreement and each of the documents to be executed and delivered respectively by each in connection herewith, and each constitutes the legal, valid and binding obligation of the applicable Seller Party, enforceable against each of them in accordance with its respective terms. Equityholder owns all of DM's outstanding membership interests and all of Seller's capital stock, and there is no irrevocable proxy, voting trust or similar contract with respect to the exercise of the voting power of Seller. There are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from Seller any of its capital stock, or any securities convertible into or exchangeable for shares of Seller's capital stock.

(b) **No Conflicts; Consent.** The execution, delivery and performance of this Agreement does not: (i) conflict with or violate any law or any judgment, order or decree to which any Seller Party or DM is subject; (ii) violate or conflict with the provisions of Seller's or DM's charter documents or operating agreement; (iii) result in the breach of, or constitute a default under, any contract or any other agreement to which any Seller Party or DM is a party or by which any of the Purchased Assets are bound; or (iv) result in the creation of any Lien on any of the Purchased Assets. Except for the approval of the Public Utilities Commission of Ohio (the "Commission") Neither DM nor any Seller Party needs to obtain any consent, approval, authorization or filing with any governmental authority or other individual or entity in order for the parties to consummate the transactions contemplated by this Agreement.

(c) **Books and Records.** Seller's books of account, financial statements, asset ledgers and other Records relating to the Business, if any, all of which have been made available to Purchaser, are complete and correct.

(d) Litigation. Except for actions involving the Commission, there is currently no, and within the three years preceding the Closing Date there has been no, claim, litigation, investigation or proceeding pending or threatened against Seller, and no event has occurred or circumstance exists that could give rise to any such claims or proceedings.

(e) Environmental. Except in compliance with applicable law, no hazardous materials (as defined under any environmental laws) have been released by Seller into the environment. There is currently no, and in the past three years there has been no, investigation, administrative order or notice, consent order, litigation or environmental claim with respect to hazardous materials or the violation of any law pending or, to either Seller Parties knowledge, threatened or proposed, with respect to any real properties now or previously owned or leased by Seller, or with respect to the operation of the Business. No Seller Party has any basis to expect, and neither has received, any summons, citation, order, or other communication concerning any actual, alleged or potential violation of any law arising out of or with respect to any real properties now or previously owned or leased by Seller or the operation of the Business.

(f) Taxes. The Seller Parties have paid, or made adequate reserves for the payment of, all taxes related to Seller's properties, business or income that are due or have been levied, and there are no assessed tax deficiencies against any Seller Party. No examination, audit or claim respecting any Seller Party's tax returns or tax liability has occurred, is in progress, or is being proposed or threatened. All taxes that Seller is or was required to withhold or collect (including sales taxes) have been withheld or collected and, to the extent required, have been paid to the proper governmental authority

(g) Insurance. All of Seller's insurance policies are in full force and effect, have been obtained in compliance with all legal and applicable insurance company requirements, and Seller is not in default with respect to its obligations under such policies. Complete and correct copies of such policies and loss runs for the previous three calendar years related thereto have been made available to Purchaser. Seller has been covered since its formation by insurance in scope and amount customary and reasonable in its industry. There are no pending claims against Seller for personal injuries, product liability, property or other damage under any insurance policy heretofore or presently issued to Seller, or any claims as to which coverage has been questioned, denied or disputed by the insurer or in respect of which the insurer has reserved its rights. Seller has no self-insurance arrangements.

(h) Real and Personal Property; Sufficiency of Assets. The Easements are all of the private easements that are necessary to ensure that the operation of the Business fully complies with all applicable law. The operation of the Business, as currently conducted, including the exercise of rights described in the Easements, could not result in Seller being subject to any action for trespass or violation of such Easements. Neither Seller Party owes, or has any contractual obligation potentially obligating it to pay, any fee or royalty of any type to any person or entity who granted Seller one of the Easements. All of the Easements are valid, binding and enforceable against the granting party. Seller has delivered to Purchaser an original or correct and complete copy of each Easement, including all amendments thereto. The Purchased Assets have been properly maintained, are in good operating condition and repair, ordinary wear and tear excepted, and are usable in the ordinary course of the Business. Seller has good and valid title to the Purchased Assets, and, upon consummation of the transactions contemplated hereby, Purchaser will acquire the Purchased Assets, free and clear of all Liens. The Purchased Assets constitute all of the rights, property and assets necessary to conduct the Business as currently

conducted, and none of the Excluded Assets are material to the Business. To the extent DM has any right title or interest in any of the Purchased Assets, DM hereby transfers and assigns such right, title and interest to Seller. This conveyance shall be deemed to have occurred, if at all, immediately prior to the conveyance by the Seller Parties to Purchaser hereunder.

(i) Solvency. Immediately after giving effect to the transactions contemplated by this Agreement, Seller will be able to pay its liabilities as they become due, taking into account all pending and threatened litigation (to the extent not covered by insurance).

(j) Affiliate Relationships. None of the Equityholder, any relative by blood or marriage of the Equityholder, any employee of Seller or any other entity that is controlled by, controls or under common control with either of the Seller Parties: (i) owns or otherwise controls any asset that is used in or is useful to Seller in the operation of the Business; or (ii) is a party to any contract or transaction with Seller, other than their right to receive compensation for services rendered and employee benefits, as applicable, in the ordinary course of business of the Seller.

(k) Reserved.

(l) Liabilities. Seller has no indebtedness, liability, claim, loss, commitment or obligation of any nature (whether asserted or unasserted, express or implied, absolute or contingent, liquidated or unliquidated, accrued or unaccrued and whether due or to become due), and there is no basis for any present or future claim or demand giving rise to same, except for liabilities reflected or reserved against on the Financial Statements and trade accounts payable and accrued expenses incurred in the ordinary course of business.

(m) Financing History. The operation of the Business has been solely financed by capital contributions from or on behalf of Equityholder and cash flow generated from the operation of the Business, and neither Seller Party has solicited or accepted any funding of any type for the Business from any other person or entity.

7. **Indemnification**. The Seller Parties, jointly and severally, shall defend, indemnify and hold harmless Purchaser and its managers, directors, officers, employees, agents, representatives, equityholders, affiliates and successors and assigns (collectively, the “Indemnified Parties”), from and against and pay or reimburse the Indemnified Parties for all Indemnified Losses resulting from or arising directly or indirectly out of: (a) any breach of any representation and warranty of Seller Parties in this Agreement, or (b) any breach of any covenant or obligation of Seller Parties in this Agreement. No investigation made by any Indemnified Party shall be deemed to affect its reliance on the representations and warranties made herein.

“Indemnified Losses” means any and all damage, payment, cost, expense, judgment, penalty, fine, fee, tax, interest or other loss of any kind or nature whatsoever (including costs of preparation, investigation, prosecution or defense of claims, actions, litigation or other proceedings and the settlement thereof, reasonable attorneys’, experts’, consultants’ and accountants’ fees in connection therewith, and amounts paid in settlement and judgments), and any damages or amounts of any kind payable to third parties that may be imposed or otherwise incurred.

8. **Indemnification Process**. If any lawsuit is instituted or any claim is asserted by a third party for which one of the Indemnified Parties may be entitled to indemnity, such Indemnified Party shall give the Seller Parties written notice thereof. The Seller Parties shall have the right, at their option and expense, to participate in the defense of such proceeding or claim, but not to

control the defense or settlement thereof, which control shall at all times rest with the Indemnified Party. The Seller Parties agree to reasonably cooperate in the defense, negotiation and settlement of any such proceeding or claim; provided that no Seller Party shall be obligated to settle any such proceeding or claim unless such settlement provides for a full and complete release. A claim for indemnification for any matter not involving a third-party claim may be asserted by an Indemnified Party providing notice to the Seller Parties and shall be paid promptly after such notice.

9. Interdependence.

(a) Together with this Agreement, the Seller is delivering to Purchaser (i) Assignments of Rights, each in recordable form, to provide notice of the sale, assignment and transfer of each of the Easements to Purchaser in the proper public offices and (ii) all of the Records. Further, Seller is delivering to Purchaser: (iii) a good standing certificate for Seller as of the most recent practicable date from the Secretary of State of Ohio; and (iv) all requisite Seller Party resolutions or actions approving the sale of the Purchased Assets.

(b) The Commission shall have approved the consummation of the transactions contemplated hereby.

10. Covenants.

(a) Further Assurances. Each of the Seller Parties and DM agrees to warrant and defend the sale, transfer, assignment and delivery of the Purchased Assets against all persons, to take all steps reasonably necessary to establish the record of Purchaser's title to the Purchased Assets and, at Purchaser's request, to execute and deliver further instruments and take such other action as Purchaser may reasonably request to more effectively transfer and assign to and vest in Purchaser each of the Purchased Assets.

(b) Taxes and Retained Liabilities. The applicable Seller Party shall pay in a timely manner all taxes resulting from or payable in connection with the sale of the Purchased Assets and all taxes relating to the operation of the Business. Equityholder will ensure that Seller shall (and Seller shall) pay or make adequate provision for the payment in full of all of the Retained Liabilities.

11. Press Releases and Announcements. Purchaser may issue a press release announcing the consummation of the transactions contemplated hereby that includes general information regarding Seller's background and the nature of the Business, but may not issue any press release or make any announcement relating to the Purchase Price without Seller's prior written approval except as required by applicable law, Commission or stock exchange rule. Except as set forth in the foregoing sentence and as required by the Commission or law, no party may issue any press release or make any announcement relating to the subject matter of this Agreement without the prior written consent of the other(s).

12. Succession; Severability. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other parties. Notwithstanding the foregoing, Purchaser may assign its rights hereunder to an affiliate or to any successor to substantially all of the Business and may collaterally assign its rights with respect to this Agreement and the transactions contemplated

herein to its lender(s). Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of that term or provision in any other jurisdiction.

13. **Entire Agreement.** This Agreement, the Exhibits, the Schedules, and the agreements referenced in Section 9 are the exclusive statement of the agreement among the parties concerning the subject matter hereof. All negotiations and discussions relating to the subject matter of this Agreement are merged into this Agreement, and there are no understandings or agreements, oral or otherwise, relating to the subject matter of this Agreement other than those included herein.

14. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been given upon receipt of hand delivery, delivery by certified or registered mail (return receipt requested), or delivery by telecopy or electronic transmission (*provided* that, in the case of telecopy or electronic transmission, the original copy thereof also is sent by certified or registered mail with confirmation of transmission), or the next business day after deposit with a nationally recognized overnight delivery service, addressed as follows:

If to Purchaser: Northeast Ohio Natural Gas Corp.
5460 Lancaster-Newark Road
Pleasantville, Ohio 43148
Attention: Ken Oostman, President
Email: koostman@egas.net

Copy to: Trevor Alexander
41 S. High Street, 12th Floor
Columbus, OH 43215
talexander@calfee.com

If to any Seller Party: One Source Energy, LLC
[_____]
[_____]
Attn: David McElrath
Email: [_____]

Such names and addresses may be changed by the giving of a notice as provided herein.

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

16. **Construction.** If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context otherwise requires.

17. **Incorporation of Exhibits**. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, exclusive of the conflict of law principles thereof.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Closing Date.

PURCHASER:

Northeast Ohio Natural Gas Corp.

By: 

Name: KEN COSTMAN

Title: PRESIDENT

SELLER:

One Source Energy, LLC

By: 

David McElrath, Sole Member

DM Excavating LLC

By: 

David McElrath, Sole Member

EQUITYHOLDER:



David McElrath, individually

EXHIBIT A

Asset Listing

<u>No.:</u>	<u>Description:</u>
1.	Attached list of 118 active customers and 32 inactive customers (150 total)
2.	All pipe, valves, meters, meter bars, and all ancillary pieces / parts to serve said customers
3.	Meter Station between One Source system and Dominion East Ohio

Summary of Customer Meter List

Total service lines	150
Total with active meter	118
Total with service line with no meter	32

Note: Some customers have TWO service lines with active/inactive meter*

Note: Some customers have preferred mailing address

Note: Some addresses are rentals

Active Meter List

<u>Loc#</u>	<u>Service Address</u>	<u>Cus#</u>	<u>Cus Name</u>	<u>Cus Phone #</u>	<u>Description</u>	<u>Homeowner</u>	<u>Preferred Mailing Address</u>	<u>Meter #</u>
92	3392 Barclay Messerly Road, Southington, OH 44470	92	Charles Waid	330-507-1089	House		same as service address	17H226166
98	3475 Barclay Messerly Road, Southington, OH 44470	98	John Barco	330-766-1207 (Deanna) - 330-766-0526 (John)	House		same as service address	16E511175
87	3493 Barclay Messerly Road, Southington, OH 44470	87	Phineas Yoder	330-646-9978	House		same as service address	16E511176
104	3510 Barclay Messerly Road, Southington, OH 44470	104	Turkey Meadow School	440-635-6548 (Robert) - 330-766-3692 (Levi)	School - Owner: Robert Yoder		4253 Doty East Road, Southington, OH 44470	16E511167
86	3518 Barclay Messerly Road, Southington, OH 44470	86	Levi Eicher	330-766-3692	House		same as service address	16E511174
88	3575 Barclay Messerly Road, Southington, OH 44470	88	Linda Kissinger	330-889-2630	House		same as service address	17H226149
84	3604 Barclay Messerly Road, Southington, OH 44470	84	Mark Veits	330-984-5935	House		same as service address	15D813385
83	3625 Barclay Messerly Road, Southington, OH 44470	83	Gary Reilly	330-889-3988 (home) - 330-442-5584 (cell)	House		P.O. Box 175, Southington, OH 44470	15D813410
82	3627 Barclay Messerly Road, Southington, OH 44470	82	Thomas Reilly	330-889-2604	House		P.O. Box 35, Southington, OH 44470	16E511181
103	3658 Barclay Messerly Road, Southington, OH 44470	103	Dan Yoder	270-570-3447	House		same as service address	17H226162
81	3661 Barclay Messerly Road, Southington, OH 44470	107	Kathryn Slabaugh	440-313-4074	Rental - Owner: Thomas	330-889-3481	same as service address	15D813407
80	3675 Barclay Messerly Road, Southington, OH 44470	80	Thomas Blessing	330-889-3481	House		same as service address	15D813399
79	3682 Barclay Messerly Road, Southington, OH 44470	79	Paula Leigh-Doyle	330-651-1000	House		same as service address	16E511172
78	3692 Barclay Messerly Road, Southington, OH 44470	78	Dawn Hartson	330-978-4891	House		same as service address	16E511171
77	3856 Barclay Messerly Road, Southington, OH 44470	77	Jeffrey Hoffman	330-889-3760	House		same as service address	15D813378
73	3887 Barclay Messerly Road, Southington, OH 44470	73	Mark Cooper	330-442-1551 (cell) - 330-889-9439 (home)	House		same as service address	15D813381
71	4000 Barclay Messerly Road, Southington, OH 44470	110	Melinda Wolfe	330-540-4820	House		same as service address	17H226159
70	4070 Barclay Messerly Road, Southington, OH 44470	70	Brian Woods	330-889-2087	House		same as service address	15D813372
69	4115 Barclay Messerly Road, Southington, OH 44470	69	Michael Cooper	330-889-6106 (home) - 330-442-1546 (cell)	House		same as service address	16E511173
68	4120 Barclay Messerly Road, Southington, OH 44470	68	Thomas Learn	330-442-8120 (cell) - 330-889-2884 (home)	House		same as service address	17H226145
67	4146 Barclay Messerly Road, Southington, OH 44470	67	Delbert Cummins	330-889-2112	House		same as service address	15D813391
66	4164 Barclay Messerly Road, Southington, OH 44470	66	Jerome Gordon	330-889-2775 (home) - 330-979-3969 (cell)	House		same as service address	15D813375
65	4242 Barclay Messerly Road, Southington, OH 44470	65	Robert Duncan	234-244-9181 (Robert) - 330-889-2087 (home)	House		same as service address	15D813406
72	3911 Barclay Messerly Road, Southington, OH 44470	72	Nelson Cooper*	330-889-3005 (home) - 330-442-1546 (cell)	House		same as service address	15D813382
72-A	3911 Barclay Messerly Road, Southington, OH 44470	72	Nelson Cooper*	330-889-3005 (home) - 330-442-1546 (cell)	Shop		same as service address	15D813384

47	4413 Barclay Messerly Road, West Farmington, OH 44491	47	Bob Baugher*	330-240-4550	Front Building	4291 Barclay Messerly Road, Southington, OH 44470	16E381604
47-A	4413 Barclay Messerly Road, West Farmington, OH 44491	47	Bob Baugher*	330-240-4550	Grain Dryer	4291 Barclay Messerly Road, Southington, OH 44470	16E381603
105	4119 County Line Road, West Farmington, OH 44491	105	Roger Bryant	330-847-8620	House	same as service address	17H226153
54	3041 County Line Turnpike Road, West Farmington, OH	54	Gary Foor	330-717-4211 (Mary) 330-717-3667 (Gary)	House	same as service address	15D813397
53	3050 County Line Turnpike Road, West Farmington, OH	53	David Hohman	330-889-9745	House	same as service address	15D813389
50	3139 County Line Turnpike Road, West Farmington, OH	109	Tyler Cykon	330-984-3849	House	same as service address	15D813402
52	3144 County Line Turnpike Road, West Farmington, OH	52	Dennis James*	330-720-3498	House	P.O. Box 66, Cortland, OH 44410	15D813387
49	3166 County Line Turnpike Road, West Farmington, OH	49	Reuben Miller	330-647-5022	House	same as service address	15D813411
48	3222 County Line Turnpike Road, West Farmington, OH	48	Robert Windle	330-889-9257	House	same as service address	15D813394
31	3301 County Line Turnpike Road, West Farmington, OH	31	Christopher Brook	330-889-3065	House	same as service address	15D813428
35	3320 County Line Turnpike Road, West Farmington, OH	35	Susan Winters*	330-240-4949 (cell) - 330-716-3320 (home)	House	same as service address	15D813416
35-A	3320 County Line Turnpike Road, West Farmington, OH	35	Susan Winters*	330-240-4949 (cell) - 330-716-3320 (home)	Side Building	same as service address	17H226141 2
32	3324 County Line Turnpike Road, West Farmington, OH	32	Patricia Racheck	330-399-2046	House	same as service address	15D813429
30	3365 County Line Turnpike Road, West Farmington, OH	30	Judy Graham	330-889-2896	House	same as service address	15D813404
85	3480 County Line Turnpike Road, West Farmington, OH	85	Melburn Miller	440-476-1049	House	same as service address	15D813376
55	3715 County Line Turnpike Road, Southington, OH 44470	55	Craig Gernentz	330-647-3265	House	same as service address	15D813408
57	3819 County Line Turnpike Road, Southington, OH 44470	57	Gordon Arnio	330-889-9303 (home) - 330-883-5258 (cell)	House	same as service address	15D813396
59	3919 County Line Turnpike Road, Southington, OH 44470	59	Janet Doan	330-889-3509	House	same as service address	15D813388
60	3926 County Line Turnpike Road, Southington, OH 44470	60	Baron Vance	330-889-2812	House	same as service address	15D813395
61	3931 County Line Turnpike Road, Southington, OH 44470	61	Joseph Fisher	330-932-9027 (home) - 234-806-6001 (cell)	House	same as service address	15D813390
62	3952 County Line Turnpike Road, Southington, OH 44470	62	Andrew Rice	330-246-0753 (Andrew) - 330-420-8619 (Becky)	House	same as service address	17H226164
63	4013 County Line Turnpike Road, Southington, OH 44470	63	Thomas Collier	330-889-3377	House	same as service address	17H226157
64	4089 County Line Turnpike Road, Southington, OH 44470	64	Jesse Hostettler	330-889-3298	House	same as service address	16E511178
75	4125 County Line Turnpike Road, Southington, OH 44470	75	Jeff Barrackman	330-240-9463	House	same as service address	15D813373
129	3282 G.P. Easterly Road, West Farmington, OH 44491	129	Ronald Arlesic	440-313-4646	House	same as service address	17H226156
137	3389 G.P. Easterly Road, West Farmington, OH 44491	137	William Paxson	330-889-3092	House	same as service address	17H226174
128	3411 G.P. Easterly Road, West Farmington, OH 44491	128	Dewey Braden	330-889-3659	House	same as service address	18J864510
126	3429 G.P. Easterly Road, West Farmington, OH 44491	126	Jeffrey Fisher	330-979-9913	House	same as service address	17H226175

136	3451 G.P. Easterly Road, West Farmington, OH 44491	152	Robert Miller	440-812-9356	House	same as service address	17H226170
144	3459 G.P. Easterly Road, West Farmington, OH 44491	144	Urie Byler	330-808-5122	House	same as service address	18J864519
150	3534 G.P. Easterly Road, West Farmington, OH 44491	150	Adam Weaver	234-806-7781	House	same as service address	18J864509
132	3620 G.P. Easterly Road, West Farmington, OH 44491	132	Amanda Miller*	330-647-9030 (Matt - son)	House	same as service address	18J864518
140	3627 G.P. Easterly Road, West Farmington, OH 44491	140	Keith Borntreger	440-537-1617	House	same as service address	18J864505
143	3672 G.P. Easterly Road, West Farmington, OH 44491	143	Noah Byler	330-301-2876 (home) - 330-297-1646 (cell)	House	same as service address	18J864503
2	3448 Hoffman Norton Road, West Farmington, OH 44491	147	John Miller	440-897-0902	House	same as service address	17H226167
3	3486 Hoffman Norton Road, West Farmington, OH 44491	3	Desirea Livezey	330-646-8593	House	same as service address	15D813422
74	3501 Hoffman Norton Road, West Farmington, OH 44491	74	Reuben Fisher	440-636-2539 (cell) - 440-321-9861 (work)	House	same as service address	15D813379
1	3553 Hoffman Norton Road, West Farmington, OH 44491	1	Robert Haas	330-889-3327	House	same as service address	15D813413
6	3600 Hoffman Norton Road, West Farmington, OH 44491	6	Stantley Hanes	330-889-9960	House	same as service address	17H226171
4	3601 Hoffman Norton Road, West Farmington, OH 44491	4	Raymond Filkorn	330-889-2862	House	same as service address	15D813418
5	3627 Hoffman Norton Road, West Farmington, OH 44491	5	William Weaver	330-469-0990	House	same as service address	15D813414
8	3630 Hoffman Norton Road, West Farmington, OH 44491	108	Clinton Harris	40-279-3506	House	same as service address	17H226161
29	3665 Hoffman Norton Road, West Farmington, OH 44491	102	Douglas Ries	330-240-9551	Rental - Owner: Amanda	330-727-4275 3667 Hoffman Norton Road, West Farmington, OH 44491	16E511168
10	3700 Hoffman Norton Road, West Farmington, OH 44491	10	David McCafferty	330-240-4873 (cell) - 330-889-2323 (home)	House	same as service address	15D813374
11	3710 Hoffman Norton Road, West Farmington, OH 44491	11	Megan Courtney	330-979-7140	Rental - Owner: David McCafferty	330-240-4873 (cell) - 330-889-2323 (home)	15D813419
13	3731 Hoffman Norton Road, West Farmington, OH 44491	13	Wayne Kwallek	330-889-3495	House	same as service address	15D813405
12	3732 Hoffman Norton Road, West Farmington, OH 44491	12	Stacie Baugher	330-980-0549	House	same as service address	15D813417
14	3755 Hoffman Norton Road, West Farmington, OH 44491	14	Joseph Badanjek	330-889-3724	House	same as service address	15D813427
16	3807 Hoffman Norton Road, West Farmington, OH 44491	16	James Badanjek	330-240-1588 (wife Gina cell) - 330-889-3537 (home)	House	same as service address	15D813415
17	3818 Hoffman Norton Road, West Farmington, OH 44491	17	Robert Fanning	330-978-7559 (cell) - 330-324-8490 (home)	House	same as service address	15D813426
18	3833 Hoffman Norton Road, West Farmington, OH 44491	18	Russ Lichty	330-240-9136 (cell) - 330-324-8490 (home)	House	same as service address	15D813380
19	3900 Hoffman Norton Road, West Farmington, OH 44491	19	Bill Woodley	330-889-2927	Rental - Owner: Robert Duncan	234-244-9181 (Robert) - 330-889-2087	15D813392
111	3965 Hoffman Norton Road, West Farmington, OH 44491	111	Gary Redmond	330-398-3581	House	8331 Herbert Road, Canfield, OH 44406	18J864501
24	3976 Hoffman Norton Road, West Farmington, OH 44491	24	William Holk	330-889-2349 (home) - 330-979-1425 (cell)	House	same as service address	15D813412
20	3987 Hoffman Norton Road, West Farmington, OH 44491	20	Melvin Milliron	330-883-6635 (cell) - 330-889-9224 (home)	House	same as service address	15D813400

25	4044 Hoffman Norton Road, West Farmington, OH 44491	25	Regis Doran	330-889-9942	House	same as service address	15D813393
21	4107 Hoffman Norton Road, West Farmington, OH 44491	21	Betty Len	330-889-3757	House	same as service address	15D813430
101	4210 Hoffman Norton Road, West Farmington, OH 44491	101	Kyle Silbaugh	440-321-7249	House	same as service address	16E511165
130	4250 Hoffman Norton Road, West Farmington, OH 44491	151	Rudy Pekarovic III	330-360-1470	Rental - Owner: 330-360-3916 Rudy Pekarovic	same as service address	18J864507
23	4275 Hoffman Norton Road, West Farmington, OH 44491	23	Doug Warnick	330-609-4771 (cell) - 330-889-3272 (home)	House	same as service address	15D813420
26	4285 Hoffman Norton Road, West Farmington, OH 44491	26	Richard Hancosky	330-889-3830	House	same as service address	15D813424
28	4360 Hoffman Norton Road, West Farmington, OH 44491	28	Wayne Plott	330-553-0432 (cell) - 330-889-6096 (home)	House	same as service address	15D813423
39	4616 Hoffman Norton Road, West Farmington, OH 44491	39	Dave Detre	330-774-8962 (Marcy)	Rental - Owner: 330-774-8962 Marcy Evans (Marcy)	same as service address	15D813383
43	4635 Hoffman Norton Road, West Farmington, OH 44491	43	Ryan Brundage	740-808-4377	House	same as service address	15D813401
40	4640 Hoffman Norton Road, West Farmington, OH 44491	40	Christopher White	330-687-1483	House	same as service address	15D813431
41	4643 Hoffman Norton Road, West Farmington, OH 44491	41	Bruce Evans	330-442-1730 (cell) - 330-889-2131 (home)	House	same as service address	15D813403
42	4645 Hoffman Norton Road, West Farmington, OH 44491	42	Walt Shevel*	330-984-6010	House	same as service address	15D813425
42-A	4645 Hoffman Norton Road, West Farmington, OH 44491	42	Walt Shevel*	330-984-6010	Shop	same as service address	16E511170
44	4655 Hoffman Norton Road, West Farmington, OH 44491	44	Melanie Schaaf*	330-727-1199	House	same as service address	17H226172
44-A	4655 Hoffman Norton Road, West Farmington, OH 44491	44	Melanie Schaaf*	330-727-1199	Side building	same as service address	17H226176
45	4660 Hoffman Norton Road, West Farmington, OH 44491	45	Steven Byler	440-739-0102	House	same as service address	15D813421
38	4546 Hoffman Norton Road, West Farmington, OH 44491	38	Thomas Doan*	330-442-1506	House	same as service address	15D813386
38-A	4546 Hoffman Norton Road, West Farmington, OH 44491	38	Thomas Doan*	330-442-1506	Shop	same as service address	15D813398
91	3340 Painesville Warren Road, Southington, OH 44470	91	Paul Burkholder	440-636-2571	House	same as service address	15D813377
100	3374 Painesville Warren Road, Southington, OH 44470	100	Southington United Methodist Church - Rita Baugher	330-889-0092	Rental (house) - 330-565-3107 Owner/Contact: (cell) - 330-898-Kathy Austin 3459 (home)	same as service address	16E511177
106	3540 Painesville Warren Road , Southington, OH 44470	106	Matthew Brockway	330-307-6974	House	same as service address	18J864502
134	3543 Painesville Warren Road, Southington, OH 44470	134	James Rasey	330-883-5792	House	same as service address	18K133964
117	3604 Painesville Warren Road, Southington, OH 44470	116	Crist Miller	330-907-1401	Daughter's house	same as service address	17H226158
116	3628 Painesville Warren Road, Southington, OH 44470	116	Crist Miller	330-907-1401	House	same as service address	17H226165
114	3730 Painesville Warren Road, Southington, OH 44470	114	Jackie Dawson	330-307-2175 (cell) - 330-647-5838 (home)	House	same as service address	18J864516
115	3926 Painesville Warren Road, Southington, OH 44470	115	Andrew Miller	440-635-6285	House	same as service address	17H226169
123	3980 Painesville Warren Road, Southington, OH 44470	123	Donnie Hershberger	440-321-5534	House	same as service address	17H226168

113	3735 Painesville Warren State Road, Southington, OH 44470	113	Laura Kerr	330-299-1464 (home) - 330-883-3065 (cell)	House	same as service address	18J864513
124	3976 Painesville Warren State Road, Southington, OH 44470	124	Steven Detweiler	440-321-8976	House	same as service address	18J864512
96	3357 State Route 305, Southington, OH 44470	96	Ming-Li Bien	330-847-6668	House	same as service address	16E511169
97	3376 State Route 305, Southington, OH 44470	97	Ronald Heikkila	330-847-8971 (home) - 330-974-6392 (cell)	House	same as service address	17H226163
95	3385 State Route 305, Southington, OH 44470	95	Ryan Freudenrich	330-503-6824	House	same as service address	16E511179
94	3397 State Route 305, Southington, OH 44470	94	Michael Smith	330-646-1145 (cell) - 330-847-8191 (home)	House	same as service address	16E511180
99	3409 State Route 305, Southington, OH 44470	112	Jessica Strumbly	440-313-5974	House	same as service address	16E511166
93	3429 State Route 305, Southington, OH 44470	93	Harold Baugher	330-503-1394	House	same as service address	17H226177
138	4835 Stroups Hickox Road, West Farmington, OH 44491	138	Melvin Schmucker	440-321-7610	House	same as service address	17H226160
139	4932 Stroups Hickox Road, West Farmington, OH 44491	139	Aaron Miller	234-830-1212	House	same as service address	18J864506
135	5000 Stroups Hickox Road, West Farmington, OH 44491	135	Corlene Lucik	330-889-9116 (home) - 330-219-7016 (cell)	House	same as service address	18J864520

Active meters: 118

* some customers have two meters/two service lines on same property

Inactive Meters with Installed Service line

<u>Loc#</u>	<u>Service Address</u>	<u>Cus#</u>	<u>Cus Name</u>	<u>Cus Phone #</u>	<u>Description</u>	<u>Preferred Mailing Address</u>
51	3124 County Line Turnpike Road, West Farmington, OH 44491	51	Scott James	330-883-3880	Rental - Owner: Scott James (unknown renter)	1030 Sandpiper Trail - Unit 26, Warren, OH 44484 (owner's address)
52-A	3144 County Line Turnpike Road, West Farmington, OH 44491	52	Dennis James*	330-720-3498	Barn	P.O. Box 66, Cortland, OH 44410
34	3330 County Line Turnpike Road, West Farmington, OH 44491	34	John Racheck	330-889-3635 (home) - 330-469-4009 (cell)	House	same as service address
36	3385 County Line Turnpike Road, West Farmington, OH 44491	36	Robert Rhodes	330-727-0927	House	same as service address
33	3536 County Line Turnpike Road, Southington, OH 44470	33	Bob Baugher	330-240-4550	House	4291 Barclay Messerly Road, Southington, OH 44470 (owner's address)
37	3548 County Line Turnpike Road, Southington, OH 44470	37	Cindy Kirkland	330-524-5878	House	same as service address
58	3859 County Line Turnpike Road, Southington, OH 44470	58	Brian Wilson	330-889-3373	House	same as service address
76	4149 County Line Turnpike Road, Southington, OH 44470	76	Jason Barrackman	330-351-9520	House	same as service address
141	3589 G.P. Easterly Road, West Farmington, OH 44491	141	Clifford Evans	330-889-0085	House	same as service address
132-A	3620 G.P. Easterly Road, West Farmington, OH 44491	132	Amanda Miller*	330-647-9030 (Matt - son)	Shop	same as service address
146	3698 G.P. Easterly Road, West Farmington, OH 44491	146	John Paul Yoder	330-978-3872	House	same as service address
7	3616 Hoffman Norton Road, West Farmington, OH 44491	7	John Kline	330-889-9900	House	same as service address
9	3650 Hoffman Norton Road, West Farmington, OH 44491	9	Joseph Len	330-889-9880	House	same as service address

15	3784 Hoffman Norton Road, 15 West Farmington, OH 44491	Patrick Cheon	440-321-0723	House	same as service address
22	4221 Hoffman Norton Road, 22 West Farmington, OH 44491	Donald Peterman	330-469-3848	House	same as service address
27	4379 Hoffman Norton Road, 27 West Farmington, OH 44491	Martin Buckel	330-889-9933	House	same as service address
46	4752 Hoffman Norton Road, 46 West Farmington, OH 44491	Thomas Snyder	724-991-3724	House	same as service address
90	3434 Painesville Warren Road, Southington, OH 44470	90 Charles Vollhardt	330-889-2086 (home) - 330-770-6855 (cell)	Rental - Owner: Charles Vollhardt - (unknown renter)	3452 Painesville Warren Road, Southington, OH 44470
89	3452 Painesville Warren Road, Southington, OH 44470	89 Charles Vollhardt	330-889-2086 (home) - 330-770-6855 (cell)	House	same as service address
125	3705 Painesville Warren Road, Southington, OH 44470	125 David Sowinski	330-240-1921	House	same as service address
127	3715 Painesville Warren Road, Southington, OH 44470	127 Helen Davis	330-299-1072	House	same as service address
121	3774 Painesville Warren Road, Southington, OH 44470	121 Patricia Cadle	234-223-1107	House	same as service address
122	3786 Painesville Warren Road, Southington, OH 44470	122 Margaret Arbogast	330-889-2539	House	same as service address
120	3927 Painesville Warren Road, Southington, OH 44470	120 Dave Fisher	440-319-2449	House	same as service address
119	3764 Painesville Warren State Road, Southington, OH 44470	119 Thomas Arbogast	330-889-3399	House	same as service address
118	3967 Painesville Warren State Road, Southington, OH 44470	118 Charles Hagman	330-501-0351	House	same as service address
142	4931 Stroups Hickox Road, 142 West Farmington, OH 44491	Mike Boyle	330-716-3815	House	same as service address

145	4945 Stroups Hickox Road, West Farmington, OH 44491	145	David Hill*	330-889-3582 (home) - House 330-979-2441 (cell)	same as service address
145-A	4945 Stroups Hickox Road, West Farmington, OH 44491	145	David Hill*	330-889-3582 (home) - Garage/Shop 330-979-2441 (cell)	same as service address
133	4983 Stroups Hickox Road, West Farmington, OH 44491	133	Taylor Click*	330-889-0227 House	same as service address
133-A	4983 Stroups Hickox Road, West Farmington, OH 44491	133	Taylor Click*	330-889-0227 Other	same as service address
131	4986 Stroups Hickox Road, West Farmington, OH 44491	131	Donald Ruggles	330-889-3002 House	same as service address

Inactive meters with installed service line: 32

* some customers have two service lines on same property

EXHIBIT B

Records

EXHIBIT C

Easements

<u>No.:</u>	<u>Description:</u>	<u>Grantor</u>	<u>Recording Reference:</u>	<u>County:</u>
1.	Meter Station dated September 18, 2015 (Parcel 57-119513)	Curtis Stantial	Inst. No. 20151117002194	Trumbull
2.	Grant of Easement and Right of Way dated May 2, 2016 (Parcel 57-119681)	Steven Ray Byler	Not Recorded	Trumbull
3.	Grant of Easement and Right of Way dated February 5, 2019 (Parcel 58-032302)	David O. Hill	Not Recorded	Trumbull

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/30/2019 10:16:39 AM

in

Case No(s). 16-1181-GA-ACE

Summary: Application of Northeast Ohio Natural Gas Corp. and OneSource Energy, LLC for Approval of Asset Transfer and Request for Expedited Approval electronically filed by Mr. Trevor Alexander on behalf of Northeast Ohio Natural Gas Corp.